

To: **The United States Bankruptcy Court for the Eastern District of Virginia Richmond Division**

Circuit City Stores, Inc, et al., Debtors

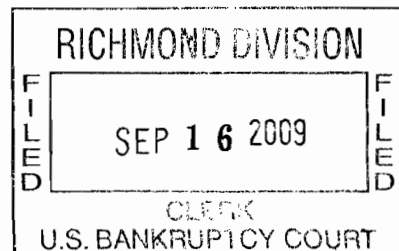
Case No. **08-35653**

In response to Debtors' Thirtieth Omnibus Objection to Claims

I, **Marius S. Tataru**, with **Claim no. 4747**, worked for Circuit City in Bristol, PA as a Customer Electronic Specialist, starting with February 27, 2006.

My Claim is in value of \$3994.50 and represents :

1. Retention Letter Agreement for \$ 3000
2. Workforce Reduction Notification for \$ 780
3. PTO accrued by the end of January of 214.50



The copies of all those three were attached at the moment of the submission of the claim.

My claim is not a part of any STIP (Short term incentive plan) as you mention in the Omnibus Objection Document at page 5, chapter 11. "Objections To Claims". None of the proofs to my claims are a part of an annual bonus plan. Those bonuses as the document states, were available for salaried associates, I, Marius S. Tataru, was an hourly associate, as a proof to this I will reattach my last paycheck. Also they were paid for individual performance and company performance. None of my proofs were part of any performance bonus package.

My first proof of Claim, Retention Letter Agreement was an open ended agreement, not an annual agreement, not a bonus package for my performance or company performance and applied in case the service center closed or the company released me for reasons other than poor performance. This was not a STIP.

My second proof of Claim, Workforce Reduction Notification, was given because Service center was scheduled to close in July 1, 2008. A separation package was offered in the form of 2 weeks of pay. All the terms in this letter were fulfilled and payment not received. This was not a STIP.

My third proof of Claim, the PTO accrued is the vacation hours that were not paid by the end of January 30, 2009. Those are not a part of a STIP also.

All of those that I stated above, can be proved by my colleague, Ion C. Ghiza, who was an Audio Technician at the same service center with me. His address is 8120 Moro st. , Philadelphia, PA 19136 and his phone number is 2159395619

My address is: Marius S. Tataru, 3530 Decatur St. Philadelphia, PA, 19136

My phone number is 2672312931

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subjected to punishment.

Marius S. Tataru

A handwritten signature in black ink, appearing to read "Marius S. Tataru", with a long horizontal flourish extending to the right.

September 12, 2009

Name: Ghiza

Address: 8120 Moro st. , Philadelphia, PA 19136

Phone: 2159395619

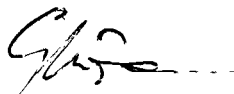
Email: longhiza@yahoo.com

Declaration of Facts

I, Ion C. Ghiza, state: that I worked with Marius S. Tataru at Circuit City Service in Bristol, PA, as a Audio Technician, since he was employed by the time the company closed. We received two letters, one was a Retention Letter Agreement in case that service center closed and a Workforce Reduction Notification, as a second letter, that stated the Service center was scheduled to close in July 1, 2008 and a separation package was offered in the form of 2 weeks of pay. None of those letters were part of a Short Term Incentive Plan (STIP)

I certify that Marius's statements in his response to Debtors' Thirtieth Omnibus Objection to Claims are true. I am aware that if any of the foregoing statements are willfully false, I am subjected to punishment.

Ion C. Ghiza

A handwritten signature in black ink, appearing to read 'Ghiza', followed by a horizontal line.

September 12, 2009



Circuit City Stores, Inc.
9954 Mayland Drive
Richmond, VA 23233
tel 804.486.4000

May 7, 2007

Marius Sorin Tataru
1802 Benton Ave, Apt 2 2
Philadelphia, PA. 19152

Re: Workforce Reduction Notification

Dear Marius:

Circuit City has made a business decision to cease operations at Location 0045, Philadelphia SRV Center. As a result of this decision, your employment with the Company will be terminated July 01, 2008. In order to ease your transition into the job market, you are being offered a separation package that is outlined below.

Based on your hire date of February 27, 2006, you are eligible for two (2) weeks (80 hours) of separation pay at your current hourly rate of 9.75/hour. The gross amount of this separation pay is \$780.00. Your separation pay will be processed as a lump sum payment within thirty days of your termination date. If you have chosen direct deposit previously, it will be direct deposited and the pay stub mailed to your home address via U.S. mail. If you do not have direct deposit, your check will be mailed to your home.

In order to receive separation pay, you must continue to work through your scheduled termination date and meet performance standards for your position between now and then. You will not be eligible for separation pay if any of the following occur:

1. You leave the Company voluntarily prior to your scheduled termination date.
2. You transfer to another position within Circuit City or any of our divisions or subsidiaries prior to your scheduled termination date.
3. Your employment is terminated for performance issues or violation of Company policy prior to your scheduled termination date.

Enclosed are handouts, "What Happens to Your Benefits When Your Employment Ends," COBRA information, a Contact information sheet and an Employee Verification Letter. If you have any questions relating to your specific benefits choices, please call the Benefits Helpline at 1-800-288-6353.

We thank you for your service to Circuit City, and sincerely wish you the best of luck in all your future endeavors.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric A. Jonas, Jr.", written in a cursive style.

Eric A. Jonas, Jr.
Sr. Vice President
Human Resources

March 6, 2008

Re: Retention Letter Agreement

Dear Marius Tataru :

Circuit City Stores, Inc. ("the Company") has made a business decision to relocate its Philadelphia Service Center. When the Philadelphia location closes, you will be eligible to receive a Separation Package if you remain employed with the Company through its closing date. Your Separation Package will be discussed with you separately.

In addition, the Company desires that you remain employed on an at-will basis, at the same compensation and benefits, through the closing date of the Philadelphia location or when you are released by the Company for reasons other than poor performance or violation of Company policy prior to that date. We will provide you notice of your final day of employment as soon as it is finalized. To recognize your value to the Company, and to provide an incentive to remain with the Company on an at-will basis until you are released from the Company, Circuit City would like to propose the following terms to you.

If you remain employed from the date of this letter until the Philadelphia Service Center closes, you will receive a Retention Bonus of \$3,000.00.

This bonus will not be prorated. Therefore, for example, if your last day of employment with the Company is prior to the date your manager releases you from the company you will not receive this bonus.

To receive the Retention Bonus, you must continue to perform your work in a satisfactory manner, meet performance standards, and comply with Company policies and procedures. You will not be eligible to receive the Retention Bonus if your employment is terminated for poor performance or violation of Company policy; or if you voluntarily leave the company before being released by the facility manager.

The retention bonus will be paid within thirty days from the date of your release of employment. The Company will deduct the necessary federal and state withholding taxes and FICA from this bonus payment.

Notwithstanding anything contained in this Letter Agreement, you are and shall continue to be employed by the Company on an at-will basis and not for any definite term. The Letter Agreement shall in no way void, alter, change, or modify any terms and conditions of your employment except to the extent such terms are the specific subject matter of this Letter Agreement.

M T.



Statement of Earnings Details

Print Close

Details

Employee ID	10333099
Name	Marius Sorin Tataru
Home Address	3530 Decatur st Philadelphia, PA 19
Company	Circuit City Stores, Inc
Payroll Address	7201 Hewitt Associates Drive Charlotte, NC 28262 1 (800) 288-6353
Business Unit	USANA
Department	004500 - Philadelphia SRV Center
Location	Philadelphia Service Cent

Payroll Details

Pay Group	HLF - EC Hourly
Pay Begin Date	Jan 01, 2009
Pay End Date	Jan 14, 2009
Advice #	3247815
Pay Date	Jan 22, 2009

Tax Details

Federal Tax Marital Status	Married
Federal Allowances	0
Federal Addl Withholding	
PA Tax Marital Status	Single
PA Allowances	0
PA Addl Withholding	

Description	Current Rate	Current Hours	Current Earnings	YTD Hours	YTD Earnings
Average Overtime	5.38	1.75	9.41	1.75	9.41
Regular Hourly	10.75	65.75	706.81	124.25	1,335.69
Paid Time Off	10.75	16.00	172.00	37.5	403.12
		83.50	888.22	163.5	1,748.22

Description	Current	YTD
Total:	0.00	0.00

Description	Current	YTD
Fed Withholding	58.05	113.28
Fed MED/EE	12.88	25.35
Fed OASDI/EE	55.07	108.39
PA Unempl EE	0.53	1.05
PA Withholding	27.27	53.67
PA PHILADELPHIA CITY	34.91	69.14
PA BRISTOL TWP	2.00	4.00
Total Taxes	190.71	374.88

Description	Current	YTD
Total	0.00	0.00

Imputed Income

Current	0.00
YTD	0.00

PTO Plans

Description	Balance
Current Year (CY) PTO	
+ Earned:	132.74
- Taken:	122.79
Ending Balance	18.14
Prior Year (PY) PTO	
+ Earned:	0.00
- Taken:	0.00
Ending Balance	0.00

	Total Gross	Federal Taxable Gross	Total Taxes	Total Deductions	Net Pay
Current	888.22	888.22	190.71	0.00	697.51
YTD	1,748.22	1,748.22	374.88	0.00	1,373.34